

Panaji, 20th August, 2020 (Savana 29, 1942)

SERIES II No. 21

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 20 dated 13-08-2020 as follows:—

- (1) *Extraordinary dated 17-08-2020 from pages 551 to 554 regarding Notification from Department of Elections.*
- (2) *Extraordinary (No. 2) dated 18-08-2020 from pages 555 to 556 regarding Notification from Department of General Administration.*

GOVERNMENT OF GOA

Department of Co-operation

Office of the Asst. Registrar of Co-operative Societies
No. 14/1/98/Credit/ARCS/CZ/98-99/609

Read: Show Cause Notice No. 14/1/98/Credit/
/ARCS/CZ/98-99 dated 24-02-2020.

A Show Cause Notice referred to hereinabove was issued to all the Directors on the Board of Station Workshop EME Defence Civilian Empl. Co-op. Credit Society Ltd., Bambolim-Goa to Show Cause as to why the deemed disqualification of the board should not be confirmed and as to why the affairs of the society should not be wound up.

The hearing in the matter was fixed on 17-03-2020 at 3.30 p.m. However, the Secretary of the society appeared and filed reply. Further he has submitted that the audit of the society is in process and by March, 2020 they will submit the report. Further it is submitted that the Army establishment of the Station Workshop EME has been disbanded and work of the society has to be stopped for last one year. Hence he wage to take the society into liquidation.

From the above facts and circumstances, inference can be drawn that no purpose will be served if the society is allowed to continue further

and therefore being satisfied that this is fit case for winding up the affairs of the society, I am inclined to pass the following interim order:

Order

In exercise of powers vested in me under sub-section (1) of Section 92 of the Goa Co-operative Societies Act, 2001 read with Rule 127 of the Goa Co-operative Societies Rules, 2003, I, P. S. Sawant, Asstt. Registrar of Co-operative Societies, Central Zone, Panaji, hereby direct and order that the Station Workshop EME Defence Civilian Empl. Co-op. Credit Society Ltd., Bambolim-Goa registered under Code Symbol No. ARCS/CZ/Credit/8(a)/105/Goa dated 10-2-1998 be wound up.

Further, in exercise of the powers vested in me under Section 93(1) of the Goa Co-operative Societies Act, 2001 read with Rule 129, I hereby appoint Smt. Smita S. Salgaonkar, Jr. Auditor, Co-operative Societies, Central Zone, Panaji as the Liquidator of the Station Workshop EME Defence Civilian Empl. Co-op. Credit Society Ltd., Bambolim-Goa of the Goa Co-operative Societies Rules, 2003.

P. S. Sawant, Asst. Registrar (Co-operative Societies) (Central Zone).

Panaji, August, 2020.

No. 14/23/99/ARCS/CZ/2000-2001/598

Read: Show Cause Notice No. 14/23/99/ARCS/CZ/
/2000-2001/1562 dated 14-02-2020.

A Show Cause Notice referred to hereinabove was issued to all the Directors on the Board of Dr. T. B. Cunha Government Higher Secondary School Staff Co-op. Credit Society Ltd., Panaji-Goa to Show Cause as to why the deemed disqualification of the board should not be confirmed and as to why the affairs of the society should not be wound up.

The hearing in the matter was fixed on 28-02-2020 at 3.30 p.m. However, neither the Directors remained present for the hearing in person nor submitted their written reply, which gives scope to believe that they have nothing to say in the matter. Moreover, from the documents available with this office it is clear that the society has not complied with the statutory requirement from last many years and also the functioning of the society is standstill.

From the above facts and circumstances, inference can be drawn that no purpose will be served if the society is allowed to continue further and therefore being satisfied that this is fit case for winding up the affairs of the society, I am inclined to pass the following interim order:

Order

In exercise of powers vested in me under sub-section (1) of Section 92 of the Goa Co-operative Societies Act, 2001 read with Rule 127

of the Goa Co-operative Societies Rules, 2003, I, P. S. Sawant, Asstt. Registrar of Co-operative Societies, Central Zone, Panaji, hereby direct and order that Dr. T. B. Cunha Government Higher Secondary School Staff Co-op. Credit Society Ltd., Panaji-Goa registered under Code Symbol No. ARCS/ /CZ/8(a)/49/Goa dated 22-05-1989 be wound up.

Further, in exercise of the powers vested in me under Section 93(1) of the Goa Co-operative Societies Act, 2001 read with Rule 129, of the Goa Co-operative Societies, Rules, 2003, I hereby appoint Shri Albert Almeida, Jr. Auditor, Co-operative Societies, Central Zone, Panaji as the Liquidator of the Dr. T. B. Cunha Government Higher Secondary School Staff Co-op. Credit Society Ltd., Panaji-Goa.

P. S. Sawant, Asst. Registrar (Co-operative Societies) (Central Zone).

Panaji, 4th August, 2020.

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Department of Finance

Revenue & Expenditure Division

Directorate of Accounts

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Office Order No. 1290

No. DA/Admn./45-3(Part)/19-20/257/TR-2736

Government is pleased to promote the following Accountants under the Common Accounts Cadre of the Directorate of Accounts to the post of Assistant Accounts Officer (Group "B" Gazetted) in Level 7 of the Pay Matrix (i.e. Pay Band PB-2 Rs. 9,300-34,800, Grade Pay 4,600/- pre-revised) on regular basis from the date of taking over charge of the post.

Sr. No.	Name of the officer	1	2
1	2	16. Shri Anthony Fernandes.	
2.	Shri Eleuterio D. Fernandes (PH).	17. Shri Nilesh A. Raikar.	
3.	Shri Bablo Chandrakant Naik.	18. Shri Babuso G. Kurtikar.	
4.	Smt. Vidhya Laximan Kholkar alias Vidhya Pundalik Khorjuvekar.	19. Shri Ramesh B. More (SC).	
5.	Smt. Usha S. Narvekar.	20. Kum. Christina Isabela Pereira (ST).	
6.	Kum. Sonia R. S. Kunkolienkar.	21. Shri Deepak Gopal Velip (ST).	
7.	Kum. Lynett Savia De Souza.	22. Shri Harish M. Shirodkar.	
8.	Kum. Kay Marlynn D'Souza.	23. Shri Arjun Ladu Parab.	
9.	Smt. Bernadette Mary Castelino.	24. Shri Siddhesh Baban Naik.	
10.	Shri Savio Fernandes.	25. Shri Vidyesh Bapu Mhamal.	
11.	Shri Shankar Bhau Sawant.	26. Smt. Zarina Cintiana Da Costa e Dias.	
12.	Kum. Pinky Naracin Kunkolienkar.	27. Shri Richard Simoes (ST).	
13.	Smt. Medha Kishor Petkar.		
14.	Kum. Kenlee Mercedes Ferrao.		
15.	Shri Sarvesh Sudhakar Naik.		
	Shri Shivraj Anant Kapdi.		

The above mentioned officers shall be on probation for a period of two years as per the Office Memorandum No. 12/14/89-PER(Part) dated 12-08-2014 of the Department of Personnel, Government of Goa.

Government is further pleased to order the posting of the following Assistant Accounts Officers under the Common Accounts Cadre in the Department shown against their names:-

Sr. No.	Name of the Accountant	Place of present posting as Accountant	Proposed place of posting on promotion to the post of Assistant Accounts Officer
1	2	3	4
1.	Shri Eleuterio D. Fernandes (PH)	State Council of Education, Research and Training, Porvorim-Goa with additional charge in the O/o the Principal, District Institute of Technical Education, Porvorim-Goa	Department of Environment, Porvorim-Goa thereby relieving Shri Sunil Raut, AAO of the additional charge.
2.	Shri Bablo Chandrakant Naik	Sub-District Hospital, Ponda-Goa with additional charge in the O/o the Executive Engineer, Works Division III, WRD, Ponda-Goa	O/o the Principal Chief Conservator of Forests, Panaji-Goa thereby relieving Shri Devendra Arlekar, AAO of the additional charge.
3.	Smt. Vidhya Laximan Kholkar alias Vidhya Pundalik Khorjuvekar	Directorate of Agriculture, Tonca, Caranzalem-Goa with additional charge in the O/o Executive Engineer, Soil Conservation Division, Directorate of Agriculture, Tonca, Caranzalem-Goa	O/o the District Registrar-cum-Head of Notary Services, Panaji-Goa.
4.	Smt. Usha S. Narvekar	Goa Medical College, Bambolim	Goa Medical College, Bambolim.
5.	Kum. Sonia R. S. Kunkolienkar	Directorate of Industries, Trade and Commerce, Panaji-Goa	Directorate of Accounts, Panaji-Goa.
6.	Kum. Lynett Savia De Souza	O/o the Curator, Central Library, Panaji-Goa with additional charge in the Goa State Information Commission, Panaji-Goa (on deputation)	Directorate of Higher Education, Porvorim-Goa thereby relieving Shri Deepak Velip, AAO of the additional charge.
7.	Kum. Kay Marlynn de Souza	Government Printing Press, Panaji-Goa with additional charge in the Department of Information and Publicity, Panaji-Goa	Goa Education Development Corporation, Porvorim-Goa (on deputation).
8.	Smt. Bernadette Mary Castelino	Department of Animal Husbandry & Veterinary Services, Panaji-Goa with additional charge in the Directorate of Prosecution, Panaji-Goa	Directorate of Education, Porvorim-Goa.
9.	Shri Savio Fernandes	Directorate of Accounts, Panaji-Goa	Directorate of Accounts, Panaji-Goa.
10.	Shri Shankar Bhau Sawant	Goa Forest Development Corporation, Panaji-Goa (on deputation) with additional charge in the O/o the Principal Chief Conservator of Forests, Forest Department, Panaji-Goa	Directorate of Printing & Stationery, Government Printing Press, Panaji-Goa thereby relieving Smt. Navita Bhatiker, AAO of the additional charge.
11.	Kum. Pinky Naracin V Kunkolienkar	O/o the Executive Engineer, Div. VI, WRD, Bicholim-Goa with additional charge in the Ravindra Bhavan, Sankhali-Goa	General Administration Department, Secretariat, Porvorim-Goa.
12.	Smt. Medha Kishor Petkar	Directorate of Technical Education, Porvorim	Directorate of Accounts, Panaji-Goa.

1	2	3	4
13. Kum. Kenlee Merces Ferrao	Government College of Commerce & Economics, Margao-Goa with additional charge in the O/o the Asst. Director of Education, South Education Zone, Margao-Goa	O/o the Superintending Engineer-II, Electricity Department, Panaji-Goa.	
14. Shri Sarvesh Sudhakar Naik	O/o the Inspector General of Prisons, Collectorate (North), Panaji-Goa with additional charge in the Directorate of Women & Child Welfare, Panaji-Goa	Directorate of Technical Education, Porvorim-Goa.	
15. Shri Shivraj Anant Kapdi	Goa College of Home Science, Campal, Panaji-Goa with additional charge in the Goa College of Music, Altinho, Panaji-Goa	Goa State Council for Science & Technology (GSCST), Saligao-Goa (on deputation).	
16. Shri Anthony Fernandes	O/o the Executive Engineer, Works Division XX, PWD, Margao-Goa with additional charge in the O/o the Executive Engineer, WD XIII, WRD, Gogal, Margao-Goa	Goa University (on deputation).	
17. Shri Nilesh A. Raikar	Directorate of Sports & Youth Affairs, Panaji-Goa with additional charge in the NSS Cell of Directorate of Sports, Panaji-Goa	Directorate of Art & Culture, Patto, Panaji-Goa.	
18. Shri Babuso G. Kurtikar	Directorate of Art & Culture, Panaji-Goa	Directorate of Accounts, Panaji-Goa.	
19. Shri Ramesh B. More (SC)	O/o the Executive Engineer, Division X, Electricity Department, Ponda-Goa	Goa State AIDS Control Society, Panaji-Goa (on deputation) thereby relieving Shri Naresh Mangueshker of the additional charge.	
20. Kum. Christina Isabela Pereira (ST)	O/o the Executive Engineer, Div. XI, Electricity Department, Vasco-Goa	Directorate of Accounts, Panaji-Goa.	
21. Shri Deepak Gopal Velip (ST)	O/o the Deputy Director of Transport, Margao-Goa	National Health Mission (NHM), Directorate of Health Services, Panaji-Goa (on deputation) thereby relieving Smt. Swati Pednekar, AAO of the additional charge.	
22. Shri Harish M. Shirodkar	O/o the Executive Engineer, Division I, Electricity Department with additional charge in the Department of Sainik Welfare, Rajya Sainik Board, Panaji-Goa	Department of Information and Publicity, Panaji-Goa thereby relieving Shri Paulo Rodrigues, AAO of the additional charge.	
23. Shri Arjun Ladu Parab	OSD in the O/o the Hon'ble Chief Minister, Government of Goa, Secretariat, Porvorim-Goa	Directorate of Accounts, Panaji-Goa.	
24. Shri Siddhesh Baban Naik	Government College of Arts & Commerce, Pernem-Goa with additional charge in the O/o the Executive Engineer, Division VII, WRD, Dhargal, Pernem-Goa	Department of Information Technology, Altinho, Panaji-Goa.	

1	2	3	4
25. Shri Vidyesh Bapu Mhamal	O/o the Executive Engineer, Works Division XIII, PWD, Mapusa-Goa	O/o the Chief Engineer, Water Resources Department, Porvorim-Goa.	
26. Smt. Zarina Cintiana Da Costa e Dias	O/o the Superintendent of Police, South, Margao-Goa with additional charge in the South Goa P.D.A., Margao-Goa (on deputation)	Directorate of Accounts, South Branch, Margao-Goa.	
27. Shri Richard Simoes (ST)	O/o the Dy. Conservator of Forests, South Goa Division, Margao-Goa with additional charge in the O/o the Executive Engineer, Works Division XXI (PHE), PWD, Fatorda, Margao-Goa	O/o the Commissioner of Excise, Panaji-Goa.	

The newly promoted Accountants to the post of Assistant Accounts Officers shall however continue to hold the charge and additional charge of the post of Accountant held by them prior to their promotion until further orders.

Further, the Government is also pleased to order the transfer of the following Assistant Accounts Officers under the Common Accounts Cadre in the Department as shown against their names in public interest:-

Sr. No.	Name of the Assistant Accounts Officer	Place of present posting	Proposed place of posting
1	2	3	4
28.	Shri Prashant Salkar	Goa Medical College, Bambolim-Goa	Directorate of Accounts, Panaji-Goa.
29.	Smt. Filomena L. D'Cruz Rodrigues (ST)	Directorate of Panchayats, South Branch, Margao-Goa	Directorate of Urban Development, Panaji-Goa.
30.	Smt. Ursula Pereira	Directorate of Urban Development, Panaji-Goa	Directorate of Panchayats, South Branch, Margao-Goa.
31.	Shri Bernard Devassy	Goa University (on deputation)	Goa Dental College & Hospital, Bambolim-Goa.
32.	Shri Harish Kamat	Department of Information Technology, Altinho, Panaji-Goa	Directorate of Accounts, Panaji-Goa.
33.	Shri Deepak K. Velip (ST)	Goa Education Development Corporation, Porvorim-Goa (on deputation)	Directorate of Art & Culture, Patto, Panaji-Goa.

The above promoted officers may exercise an option for fixation of pay under F.R. 22(1)(a)(i) within one month from the date of promotion.

The deputation of the Officers at Sr. No. 31 and 33 stands curtailed from the date of being relieved by the respective Autonomous Bodies/Corporations.

The posting of Officers at Sr. Nos. 7, 15, 16, 19 and 21 will be on deputation basis initially for a period of one year. They shall be governed as per the standard terms of deputation contained in the O.M. No. 13/4/74-PER dated 20-11-2013 of the Personnel Department, Government of Goa. The Organization/Agency shall be liable to pay to the Government leave salary and pension/employer contribution in respect of these Officers at the prescribed rates. On expiry of the deputation period, the Officers shall necessarily be relieved to report back to the parent Department, unless the deputation period is extended by the competent authority. Overstayal for any reason whatsoever, shall render them liable for disciplinary action.

The above mentioned officers who will be promoted to the post of Assistant Accounts Officer shall join their promotional posts or convey the acceptance of the promotional post within 15 days of issue of the promotion order.

On joining their promotional/new post, the officers shall send their CTC/Joining report immediately to this Directorate.

By order and in the name of the Governor of Goa.

P. R. Pereira, Director & ex officio Joint Secretary (Accounts).

Panaji, 10th February, 2020.

Department of Labour

Order

No. 28/41/2019-LAB/906

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Topline Writing Instruments Private Limited, Plot No. L-70 and L-71, Phase II-D, Verna Industrial Estate, Verna, Goa, and it's workmen, represented by the Bhartiya Kamgar Sena, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Topline Writing Instruments Private Limited, Plot No. L-70 and L-71, Phase II-D, Verna Industrial Estate, Verna, Goa, in not conceding the following demands raised by the General Secretary, Bhartiya Kamgar Sena, Prafullban Society, R. K. Vaidya Road, Dadar(P), Mumbai-400028, is legal and justified?

CHARTER OF DEMANDS

Demand No. 1. Flat Rise/Fitment:- Each worker be given a flat rise of Rs. 5000/- in the basic salary as on 30th June, 2017. After adding the above flat rise the revised basic salary so arrived at will be then

fitted in the Pay Scale in the respective grades at appropriate step. If there is no corresponding step in the revised salary pay, the workers shall be fitted in the next higher step. The basic scales of new employees taken on probation/confirmation shall be fitted in the new basic scales in respective grades and will be paid all allowances attached to the grades.

Demand No. 2. Grades and Scale of Pay:-

Grade I - Operators - 9000-700-12500-800-16500-900-21,000-1000-6000-1100-31,500.

Grade II - Operators - 8000-650-11250-750-15000-850-19250-950-24000-1050-29250.

Grade III - Operators/Management Associates-7000-600-10000-700-13500-800-17500-850-21750-950-26500.

Demand No. 3:-

(a) **Dearness Allowance:-** With effect from 01 st April 2018, each workman should be paid fixed Dearness Allowance at Rs. 35% of the revised basic.

(b) **Variable Dearness Allowance:-** With effect from 01st April, 2018, each workman should be paid Variable Dearness Allowance at Rs. 25/- per point rise over and above base 269 points (AICPI-1982=100). The Variable Dearness Allowance should be revised once every quarter. For the purpose of calculation of VDA, the AICPI for the period of October to December of the previous year shall be the basic for the payment of VDA with effect from 01st April, 2018. Similar calculations should be made for the following quarters for the payment of VDA.

Demand No. 4. Allowances:-

(A) **House Rent Allowance (HRA):-** All the workmen should be paid additional House Rent Allowance of Rs. 4000/- per month over and above the existing HRA.

(B) **Leave Travel Allowance:-** Each workman should be entitled to Leave Travel Allowance at one gross salary once in a year.

(C) **Education Allowance:-** All the workman should be paid Education Allowance at Rs. 1000/- per month over and above what is paid now.

(D) **Medical Allowance:-** Each workman should be paid Rs. 1000/- per month as Medical Allowance irrespective of whether a workman is covered under the Employees State Insurance Act or not.

(E) **Shift Allowance:-** Each workman should be paid shift allowance of Rs. 150/- per month for 2nd shift and Rs. 200/- per month for 3rd shift respectively.

(F) **Washing Allowance:-** Each workman should be paid washing allowance at Rs. 500/- per month over and above what is paid as on 31st March, 2018. The workmen also demands that the company should provide 6 soap Nirma cakes of 100 grams and 4 Lifebuoy cakes of 100 grams per per month for use in factory.

(G) **Monsoon Allowance:-** An amount of Rs. 1000/- per annum should be given as monsoon allowance to each workman and/or should be provided raincoats and gumboots of good quality every year.

(H) **Festival Allowance:-** Each workman should be granted festival allowance of Rs. 15,000/- per year to be recovered in easy instalments at Rs. 1500/- per month.

(I) **Maintenance Allowance:-** Maintenance allowance of Rs. 500/- per month should be given to the technicians who are working in Engineering Department.

(J) **Canteen Facility:-** The Company should provide subsidized food to the workers on duty.

Demand No. 5. Leave facilities:-

(A) **Privilege Leave:-** All the workmen should be given following privilege leave every year.

- (a) For first 240 days : 30 days paid leave.
- (b) After 240 days : for every 5 working days, one day paid leave with a right to accumulate for three years & balance paid leave should be allowed to be encashed.

(B) **Casual Leave:-** All the workmen should be given 15 days Casual Leave in a year with a full pay. Unavailed Casual Leave should be allowed to be encashed.

(C) **Sick Leave:-** All the workmen should be given 15 days Sick Leave in a year with full pay.

(D) **Paid Holidays:-** All the workmen should be given 15 days Paid Leave in a year.

(E) **Special Leave:-** Special Leave should be granted for chronic illness which is sanctioned by doctor till the fitness of patient.

Demand No. 6. Loan:- Each unionized worker should be given interest free Personal Loan of Rs. 1 Lakh to be recovered in 100 installments at Rs. 1,000/- per month.

Demand No. 7. Punching Card:- Provision of punching card should be made near the Security Gate.

Demand No. 8. Shift times:- In case of three shift working, the shift timing should be,—

- 1st Shift time - 08.00 to 16.00 hrs.
- 2nd Shift time - 16.00 to 12.00 hrs.
- 3rd Shift time - 00.00 to 08.00 hrs.

Two times tea break in each shift to be given to each workman.

Demand No. 9. Transport:- Transport should be provided in all the shifts free of cost. The buses which are transporting the workers from factory to the schedule drop point shall start within 10 minutes of the schedule shifts timings.

Demand No. 10. Bonus and ex-gratia:- All the workmen should be given 20% bonus on basic DA, VDA, and HRA and 20% ex-gratia of their total annual emoluments every year.

Demand No. 11. Service reward:- Company should give Service Reward to the workmen who have completed 5 years, 10 years, 15 years and 20 years service at the rate of Rs. 5000/-, Rs. 10,000/-, Rs. 15,000/-, Rs. 20,000/-, respectively.

Demand No. 12. Welfare, Medical Scheme:-

- (a) All the workmen who are out of Employees State Insurance Scheme should be given unlimited amount for treatment for self, spouse and two dependent children up to the age of 25 years.
- (b) Normal day-to-day medical bills should be settled after submission of bills.
- (c) Such workmen are insured for mediclaims and for workmen's compensation liabilities.

Demand No. 13:-

- (1) Company should give time for Union to take meetings in the premises every 3 months.
- (2) Company should allow short leave or late reporting to all the Union members in case of any emergency.

- (3) Seniority increment in basic salary to the seniors be given and those, who have completed 10 years, 15 years and above, should be given 2 increments, 3 increments, respectively.
- (4) The Company should give acting allowance of Rs. 80% per day and Rs. 60% per day to the workers who are called upon to perform the work in Grade A by the workers in Grade B and in Grade B by the workers in Grade C respectively.
- (5) In case of job rotation in the same grade for any union workers, intimation letter should be given to the workers stating type of work and period duly signed by union leader, President and the rotated employee.
- (6) Presently the ventilation facility in the production and the other areas is not sufficient. The management shall provide fans for all machines, exhaust fans to be increased.
- (7) The management should also arrange to clean the water tank every week, provide the facility of cooler, heater, etc., to the workers.
- (8) The management should also provide new lockers to the workers for safe keeping of their cloths and other belongings. That both keys of the lockers should be given to the workers and/or when duplicate key is kept by the management, additional facility of putting lock by the workers be produced to the locker.
- (9) The Union has been informed by the workman that though the workers are working with the Company for last many years, the date of joining of the some of the workers is wrongly recorded in the Provident Fund and other records. The management should correct the dates in the records.
- (10) The workmen demanded that the gratuity to the workmen be revised at 45 days for each year of completed service.
- (11) The workers who had joined the Union during the tenure of settlement dated 06-02-2018 during the operation period that is 01-04-2014 to 30-06-2017 and thereafter shall be classified in Grade-III and scale of pay applicable to the said Grade-III be given to them.
- (12) Period of settlement should be 36 months effective from 01-04-2018 to 30-03-2021.

Demand No. 14. Retrospective effect:- All the above demands should be given with Retrospective Effect from 1st April, 2018.

Demand No. 15. Rs. 10,000/- (Rs. Ten thousand only/-) be granted to each of the workers with effect from 01-04-2018 by way of Interim Relief pending finalization of the Charter of Demand.

Demand No. 16:- In the night shift, the management should give 15 minutes rest after every hour of working with a reliever operator during the said period.

- (2) If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 7th August, 2020.

Notification

No. 28/2/2020-LAB/Part-I/909

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 21-07-2020 in reference No. IT/20/14 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 10th August, 2020.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/20/14

Workmen,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartment,
Tisk, Ponda, Goa-403401. ... Workmen/Party I

V/s

M/s Swanson Plastics (India)
Pvt. Ltd.,
Honda, Bhuipal,
Satari, Goa-403530. ... Employer/Party II

Workmen/Party I represented by Shri P. Gaonkar.
Employer/Party II represented by Ld. Adv. Shri M. S. Bhandodkar.

AWARD

(Delivered on this the 21st day of the month
of July, of the year 2020)

By Order dated 4-08-2014, bearing No. 28/19/2014-LAB/420, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Swanson Plastics (India) Private Limited, Honda, Bhuipal, Satari, Goa, in not conceding the following demands raised by the Gomantak Mazdoor Sangh, Ponda, Goa, is legal and justified?”

CHARTER OF DEMANDS

Demand No. 1. Pay Scales:

Grades	Scales
I	3200-160-4000-180-4900-200-5900-220-7000-240-8200-260-9500-280-10900-300-12400.
II	3000-145-3725-165-4550-185-5475-205-6500-225-7625-245-8850-265-10175-11600.
III	2250-125-2875-140-3575-160-4375-180-5275-200-6275-220-7375-240-8575-260-9875.

Demand No. 2. Flat Rise:

Union demands that all the workers shall be given the flat rise at the rate of Rs. 3500/-. This amount shall be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3. Fixed Dearness Allowance:

Union demands that all the workmen shall be paid FDA at the rate of Rs. 3500/- per month as the existing FDA is very less.

Demand No. 4. Variable Dearness Allowance:

Union demands that the VDA shall be paid at the revised rate of Rs. 3/- per point rise beyond 3500 points (1960=100) the computation of VDA shall be made quarterly based on the average consumer price index of preceding quarter. The amount of VDA up to 1770 points shall be merged in the Basic and the VDA up to 3500 points shall be merged in the Basic.

Demand No. 5. House Rent Allowance:

Union demands that HRA should be paid at the revised rate of 30% of Basic and Dearness Allowance, as the cost of accommodation is very high in Goa due to Tourist State.

Demand No. 6. Children Education Allowance:

The Union demands that all workmen an amount of Rs. 1500/- per month shall be paid towards Children Educational Allowance.

Demand No. 7. Conveyance Allowance:

Union demands that all the workmen shall be paid conveyance allowance @ Rs. 1500/- per month.

Demand No. 8. Transport Facility:

Union demands that the free transport facility should be provided to those workmen who are presently required in shifts.

Demand No. 9. Paid Holidays:

Union demands that all the workmen shall be granted paid holidays at rate 15 days per year.

Demand No. 10. Leave:

Union demands that all the workers should be given leave on the following basis:

- (A) Earned Leave: Union demands that all the workmen should be given earned leave at the rate of 30 days E.L. per year with accumulation up to 90 days and leave shall be allowed to take 10 times in a year. It is further demanded that weekly off days failing in between the leave shall be excluded from the leave.
- (B) Casual Leave: Union demands that all the workmen should be given casual leave at the rate of 12 days per year with encashment facility.
- (C) Sick Leave: Union demands that all the workmen should be given sick leave at the rate of 15 days per year and accumulation up to 60 days.

Demand No. 11. Leave Travel Assistance:

Union demands that LTA should be paid at the revised rate of one month gross wages instead of present practice of fixed amount, with minimum of four earned days leave. The amount shall be paid one week before the commencement of leave.

Demand No. 12. Festival Allowance:

Union demands that all the workmen shall be paid festival allowance @ Rs. 5000/- once in a year at the time of festival to meet the additional expenses incurred by him for such festival as present wage is insufficient to meet such incidental expenses.

Demand No. 13. Bonus/Ex-gratia:

Union demands that all the workers shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages every year before Diwali.

Demand No. 14. Canteen Subsidy:

Union demands that all the workers shall be paid canteen allowance @ Rs. 1200/- per month per workmen.

Demand No. 15. Shift Allowance:

The Union demands that all the workmen who works in the third shifts shall be paid shift allowance @ Rs. 150/- per third shift and Rs. 125/- per second shift.

Demand No. 16. Dinner/Lunch Allowance:

The Union demands that those workers working for overtime beyond his normal shift, shall be paid Lunch/Dinner allowance @ Rs. 150/- per day worked.

Demand No. 17: The Union reserves the right to amend, add, delete any demands during the time of negotiation.

(2) *If the answer to issue No. (1) above is in the negative, then, what relief the workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/20/14 and registered A/D notices were issued to both the parties. Pursuant to service of notices, the Party I filed a Claim Statement at Exhibit 4. The Party II filed a Written Statement at Exhibit 6.

3. In short, the case of the Party I is that the Party II is engaged in manufacturing of Plastic products for multinational company and is doing huge profit every year. There is however no settlement and the employer has refused to give annual increase in January, 2014 and therefore all the workers have decided to join the union and held general body meeting in which it was resolved to submit Charter of demands through the union. The Party I thereafter raised the dispute before the Assistant Labour Commissioner, Panaji, however the matter ended in a failure. The demands raised by the Party I are genuine and reasonable and therefore the same may be allowed and suitable order/award be passed.

4. In the Written statement, the Party II has inter-alia contended that the present claim of the workmen is not an industrial dispute and the reference is not maintainable. The demands raised by the union are not justified and the grievances made therein are far from truth and imaginary and as such should not be given any consideration. The financial position of the company is very bad

and for the last many years, they have incurred heavy losses and therefore the reference be dismissed.

5. In the rejoinder at Exhibit 10, Party I denied the contention of the Party II as stated in the written statement.

6. Issues came to be framed at Exh. 13.

7. In the course of the proceedings, the Party I and Party II through their representatives have jointly filed an application at Exh. 46 colly alongwith a copy of Memorandum of Settlement dated 15-07-2020 signed between the parties under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 stating therein that the parties to the reference have signed the settlement with the union on the subject matter of Charter of demands and prayed that reference be disposed of as not pressed.

8. The terms of settlement are reproduced here-in-below:

- (i) It is agreed by union that they shall withdraw Charter of demands matter IT/20/2014 pending before Industrial Tribunal by making appropriate application before Tribunal for asking not pressing said demands in view of the settlement.
- (ii) It is further agreed between the parties that union shall make application before Industrial Tribunal for disposing application No. A-IT/24/15 in view of this settlement.
- (iii) It is agreed by the workmen/union that Mr. Gopal Paryekar shall make an application before Hon'ble Labour Court for disposal of reference IT/19/14 for not pressing the reference in view of this settlement.
- (iv) In view of union agreeing to dispose of all three matters referred to above by filing joint consent application, it is agreed by the management that the company shall pay a sum of Rs. 9,00,000/- (Rupees Nine Lakhs only) to Mr. Krishna Gurudas Malik and Rs. 50,000/- (Rupees Fifty Thousand only) to Mr. Gopal Paryekar who is concerned in reference IT/19/14 and it is further agreed by the union i.e. Gomantak Mazdoor Sangh shall be paid Rs. 50,000/- (Rupees fifty thousand only) towards the service rendered to the workmen.

(v) It is agreed by the company that agreed amount as per settlement shall be transferred to respective accounts by online transfer. After receipt of the money, Hon'ble Court shall be informed that money has been transferred/paid to workman/union and thereafter to dispose of the matter as per the settlement.

(vi) It is agreed by Mr. Krishna Gurudas Malik, Mr. Gopal Paryekar and the union shall not interfere in any way directly or indirectly with the affairs of the company.

9. The above Memorandum of Settlement is signed by Shri Puti Gaonkar, General Secretary on behalf of the Party I, so also Shri Nilesh Parab, Administration Manager on behalf of the Party II. I have gone through the terms of the settlement filed as above, which in my view, are just and fair and in the interest of both the Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

10. In view of above, I pass the following:

ORDER

- (i) The reference at the instance of Workmen/Party I, stands disposed of in view of the Memorandum of Settlement filed by both the parties at Exhibit 46 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2020-LAB/Part-II/910

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 07-07-2020 in reference No. IT/28/99 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 10th August, 2020.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/28/99

Shri Anthony Dias,
H. No. 534, Muxer Bandora,
Ponda, Goa.

... Workman/Party I

V/s

The Sr. General Manager,
M/s. M.R.F. Limited,
P.O. Box No. 1,
Ponda, Goa.

... Employer/Party II

Workman/Party I represented by Ld. Adv. Shri V. Menezes.

Employer/Party II represented by Ld. Adv. Shri G. K. Sardesai.

AWARD

(Delivered on this the 7th day of the month
of July of the year 2020)

By Order dated 12-04-1999, bearing No. IRM/CON/P/(243)/1998/2102, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

"(1) Whether the action of M/s MRF Ltd., Usgao, Ponda-Goa, in terminating the services of their workman, Shri Anthony Dias, with effect from 31-10-1997, is legal and justified?"

(2) If not, to what relief the workman is entitled?"

2. Upon receipt of the reference, it was registered as IT/28/99 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 4 and Party II filed a Written statement at Exhibit 5.

3. In short, the case of the Party I is that the Party I has been appointed as Trainee Engineering Workman (MECH.) since 9-5-1995 and has been in continuous and uninterrupted service of the company till 31-10-1997 when his services were illegally terminated. The Party II under the guise of calling the workman a trainee issued various letters starting from 1-11-1995 till the date of termination of services i.e. 31-10-1997. The company offered the workman each time employment for three months and thereafter gave a fresh letter of extension of

training period for another three months till the date of termination and has kept the workman as trainee illegally and treated him as temporary workman when in fact on completion of 240 days of continuous service with the company, he is entitled to permanency of service as well as all the benefits under the Act. The company terminated the services without holding any enquiry for assigning any reason for the same. The termination of the Party I workman is illegal and in violation of the provision of Industrial Disputes Act and also an act of unfair labour practice under Schedule V of the Industrial Disputes Act.

4. The Party I vide letter dated 18-7-1998 demanded that he be reinstated in service and paid compensation. The said letter has not been replied to by the company. The workman thereafter approached the office of the Labour Commissioner to take the matter in conciliation. The conciliation proceedings however ended in failure and as such the Conciliation Officer submitted a report of failure of conciliation to the Appropriate Government. The company has committed unfair labour practices and victimization. The termination of the Party I is illegal, improper, unjustified and malafide. Hence, the dispute.

5. In the Written statement, the Party II has claimed that the termination of a trainee is not an industrial dispute. The Party I was employed vide letter dated 9-5-1995 and was engaged as a trainee for a period of six months only with stipend of Rs. 42/- per day w.e.f. 9-5-1995 subject to Certified Standing Orders and the rules and regulation made by the company whose terms and conditions were governed by provisions of Apprentice Act, 1961. The company did not guarantee any automatic confirmation in service at the end of the training period. The performance of Party I was unsatisfactory during the period of training. The Party II in order to give opportunity to improve upon his performance extended the period of training vide letter dated 1-11-1995. The Party I again failed to show any improvement in his performance and he was afforded one more opportunity and extended the training period vide letter dated 1-2-1996 for three months. However, despite the above opportunity, the Party I failed to show any improvement in his performance however, his training period was extended vide letter dated 1-5-1996 for a period of three months.

6. The performance of Party I continued to be unsatisfactory however the Party II instead of terminating the training period afforded yet another opportunity and gave extension of the training

period for further period of three month vide letter dated 1-8-1996. The Party II despite the unsatisfactory performance was allowed to continue his training period for three months which was extended vide letter dated 4-10-1997 till 31-10-1997. The Party I however declined to accept the said letter despite the fact that his training period was allowed to continue, although found unsatisfactory. The Party I at no stage during the training period made any efforts to improve his performance and therefore was left with no other option then to terminate his services as per Clause 1 of the trainee appointment letter. The termination of the Party I was in accordance with Clause XXV at Para 2 of the Certified Standing Orders of the company. The Party II is not obliged to confer status of permanency on the Party I workman more so as the work performance of Party I was unsatisfactory despite several opportunities were afforded to him and therefore, his termination is legal and justified.

7. The Party I filed a rejoinder at Exh.6 denying the case put forth by Party II in the written statement.

8. Issues that came to be framed at Exh. 7 are as follows:

- (1) Whether the Party I proves that the termination of his service by the Party II is by way of unfair labour practice?
- (2) Whether the Party I proves that termination of his services by the Party II w.e.f. 31-10-97 is illegal and unjustified?
- (3) Whether the Party II proves that the dispute referred is not an industrial dispute and hence the reference is bad?
- (4) Whether the Party I is entitled to any relief?
- (5) What Award?

9. It is a matter of record that an additional issue was framed on 10-7-2002 at Exh. 16. It is as follows:

- 1A) Whether the Party I proves that he was a permanent workman and hence is entitled to all the protection available to a permanent workman under the Industrial Disputes Act, 1947?

10. The Party I, Shri Anthony Dias examined himself and produced on record a copy of Trainee appointment letter dated 9-5-1995 at Exh. W-1, a copy of termination letter dated 2-4-1990 at Exh. W-2, a copy of provisional national apprenticeship certificate dated 29-6-1990 at Exh. W-3, a copy of extension of training period

dated 1-11-1995, 1-2-1996, 1-5-1996 and 1-8-1996 at Exh. W-4 colly, a copy of punch card and travel permit at Exh. W-5 colly, a copy of pay slips at Exh. W-6 colly, a copy of termination letter dated 31-10-1997 at Exh. W-7, a copy of letter dated 18-7-1998 issued to Party II at Exh.8, a copy of complaint dated 2-12-1998 along with encl. to ALC, Ponda at Exh. W-9 colly, a copy of justification statement at Exh. W-10, and a copy of failure report dated 3-3-1999 at Exh. W-11. On the other hand, Party II examined Shri Kenneith D'Souza as witness No. 1 and produced on record a copy of confirmation order dated 1-6-1992 at Exh. E-1, a copy of pay slip for the month of June 1997 of Gopal Naik at Exh. E-2, a copy of certified standing orders at Exh. E-3, copies of performance review forms at Exh. E-4 colly, copies of letters dated 1-11-1995, 1-2-1996, 1-5-1996, 1-8-1996 and 4-10-1997 at Exh. E-5 colly. The Party II also examined Shri Govind Mapari as second witness and produced on record an extract of certified standing orders at Exh. 27, a copy of pay slips of Party I at Exh. 28 colly, copies of pay slips of Rohidas Naik, Juze Andrade, Subhash Naik and Krishnanath Mulley for the month of July, 1997 at Exh. 29 colly, an extract of settlement dated 20-11-1991 at Exh. 30, a copy of statement of trainee stipend payable to Party I at Exh. 31, a copy of increment letter dated 27-2-1995 at Exh. 34, a copy of inter office memorandum dated 13-3-1997 at Exh. 35 and closed its case.

11. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

12. I have gone through the records of the case and have duly considered the arguments advanced. My findings to the above issues are as follows:

- Issue No. 1 ... In the Affirmative.
- Issue No. 2 ... In the Affirmative.
- Issue No. 3 ... In the Negative.
- Issue No. 4 ... As per final order.
- Issue No. 5 ... As per final order.

ADDITIONAL ISSUE

- Issue No. 1A ... In the Affirmative.

REASONS

Issue No. 1 and 1A:

13. Learned Advocate Shri V. Menezes for the Party I has submitted that the Party I workman is covered by the definition 'workman' under Section 2(s) of the Industrial Disputes Act even though his services were engaged by the Party II as Trainee Engineering Workman (Mech), and was

in continuous and uninterrupted services with Party II since 9-5-1995 to 31-10-1997 when his services were illegally terminated. He further submitted that under the guise of calling Party I a trainee issued various letters starting from 1-11-1997 till 31-10-1997 when his services were illegally terminated, each letter extending his purported training period for another three months and that by this process, the management has committed unfair labour practices under Fifth Schedule of the Act though the workman has been in continuous service with Party II and is entitled to full protection under the Industrial Disputes Act in force, as the Party I was performing all duties of a regular permanent workman in the mechanical department.

14. Per contra, Ld. Adv. Shri G. K. Sardessai for the Party II has submitted that the Party I was engaged as 'Trainee Apprentice' w.e.f. 9-5-1995, however, the performance of the workman was unsatisfactory and in spite of extension of periods, he had not shown any marked improvement and hence the training period was terminated in accordance with Certified Standing Orders of the company as deposed by Shri Kenneth D'Souza. The Appraisal Forms at Exh. E-4 colly clearly indicate that the performance and attendance of Party I workman was not found satisfactory. There is nothing on record that the termination of his services was by way of malafide, victimization and unfair labour practice. It has to be seen whether the termination of the workman during training period amounts to retrenchment so also whether the apprentice or a trainee is a workman under Industrial Disputes Act or not and whether his service period from the date of his appointment as apprentice or trainee is liable to be counted or not for the purpose of Section 25-F. The termination of service of Party I is not a retrenchment as the Party I being a trainee or apprentice was not employed and there was no master-servant relationship. The appointment letter did not guarantee him any automatic confirmation in service at the end of training period nor was any order of confirmation passed by the management and was paid stipend as per terms and conditions of his appointment. Moreover, he has not raised any objection for showing him as a trainee but continued to work with the company. No inference can be drawn that on completion of 240 days of continuous service, a trainee is entitled to permanency. The termination of workman is in accordance with terms of the appointment and therefore legal and proper.

15. Discernibly, the Party I workman has claimed that he has been in continuous and uninterrupted service of the company since 9-5-1995 till 31-10-1997 when his services were illegally terminated by the Party II and that he has been illegally and in malafide manner continued to be termed as a trainee and treated him as a temporary worker when in fact on completion of 240 days of continuous service with the company, he is entitled to permanency of service under the law as well as all the benefits available to a permanent workman. In short, the Party I claims to be a workman as defined under Section 2(s) of the Act, while it is the case of the Party II that the Party I was engaged as Trainee workman in accordance with certified standing orders of the Company and was paid stipend and that he was purely a trainee engaged to undergo training as per the terms and condition of his trainee appointment letter. In short, it is claimed by Party II that the Party I was a trainee as per the appointment letter. The dispute therefore is whether the Party I is a workman under Section 2(s) of the Industrial Disputes Act or whether he is a trainee in terms of the appointment letter.

16. The short point for determination is whether the Party I is a trainee/apprentice or is a workman under Industrial Disputes Act and whether termination of his services is as per the provisions of the Industrial Disputes Act.

17. Discernibly, the 'workman' is defined under Section 2(s) of the Industrial Disputes Act, unlike the trainee and to decipher whether the person employed is a 'workman' or merely a 'trainee' one should not go by nomenclature attached to the post, but the nature of the job, which is material. The definition of workman in the Act of 1947 is an inclusive definition. Every person employed in an industry for a consideration would be considered as a workman for the purposes of the Industrial Disputes Act, 1947 save and except the categories of persons specified to be exempted from the purview of such Section. To come within the definition of 'workman' under Section 2(s) of the Industrial Disputes Act, 1947, a person has to establish that there is a relationship of master and servant or in other words 'Employer-Employee' relationship. Such relationship must be for a consideration. The consideration may be paid in cash or in kind and the workman concerned should be engaged in an industry. The nomenclature and the period of the appointment are also immaterial. All that a person needs to establish is that, an employer-employee relationship or a master and servant relationship coupled with a consideration.

18. Whereas, a 'trainee' on the other hand is understood to mean that, an employee is taken into employment for the purpose of such person being trained in any trade or profession or calling. User of the word 'trainee' does not take away anything from an Employer-Employee relationship existing between the trainer and the trainee. The issue as to whether a trainee can be considered as a workman within the provisions of Section 2(s) was considered in the case of **The Management of Tungabhadra Sugar Works (P) Ltd., vs. Presiding Officer, Labour Court and Anr. 1983 LAB. I. C. 1185**. It has been held that any person including a trainee or apprentice can be regarded as a workman, if he is employed in any industry to do any skilled or unskilled, manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are express or implied. In view of the above position of law and the evidence led by the parties, the Party I is required to establish that he was employed in the industry to do any skilled or unskilled, manual, supervisory, technical or clerical work for hire or reward and whether there was relationship of employer-employee between him and the Party II.

19. The Party I, Shri Anthony has examined himself and has claimed that he joined the services of the Party II as mechanic w.e.f. 9-5-1995 and was appointed by trainee appointment letter which is at Exh.W-1. He claimed that the terms and conditions mentioned in his trainee appointment letter and the terms and conditions of the appointment letter issued to the permanent workers were the same. He also stated that initially he was appointed as apprentice under Apprenticeship Act, 1961 in the trade of fitter which stood terminated w.e.f. 2-4-1990 and was issued certificate for having successfully completed the course of apprenticeship. He also claimed that he was not given any training in the factory of the Party II and was doing the work individually of repairing the tyre building machines, curing press, maintaining banner cutter, flap machines and was also doing the work of moulds, repairing damaged moulds and was doing some other maintenance job of Banbury mills. He also claimed that the permanent mechanics working with the Party II were also doing the same work as was being done by him which was of permanent nature. He also stated that he was working in shifts and was being paid shift allowance and was travelling by bus provided by Party II and was issued travel permit in terms of documents at Exh. W-5.

20. The Party I, Anthony also stated that the regular employee of the Party II were also issued the punch cards and travel permits as issued to him and was paid monthly salary from the time he joined the services which are at Exh. W-6 colly. His monthly salary was being paid on piece rate basis like regular workers and was paid overtime wages, paid holidays, shift allowance, canteen subsidy and special allowance like permanent workers. He was also given festival advance as was being given to the permanent workers and deductions were being made towards E.S.I contribution, canteen, bus from his salary and has been working with the Party II continuously without any break. He claimed that his services were terminated without citing any reasons and was not paid one month wages nor given one month notice nor paid retrenchment compensation at the time of termination of his service nor issued any show cause notice or charge sheet at any time nor any disciplinary proceedings were held against him for any misconduct. In the cross examination, he admitted that he applied for the post of mechanic with the Party II and was reporting to Mr. Bhonsle or Mr. Usgaonkar. He admitted that as per appointment letter, his training was for a period of six months and during that time his services can be terminated without any notice or without assigning any reason. He also admitted that no amount was being deducted from his salary towards Provident Fund.

21. The management examined Shri Kenneth D'Souza, Manager (Mechanical Engineering). He stated that the Party I was appointed as trainee in terms of Certified Standing Orders of the Party II and was required to undergo training in mechanical section and as per the appointment letter on completion of the training period, the services of the Party I as a trainee would stand automatically terminated. The performance of the trainee is reviewed periodically by the officers concerned. He claimed that the training period of the Party I was extended from time to time as his performance was not found satisfactory. The Party I was governed by the terms and conditions of the appointment letter and was communicated the reasons for terminating his services. He claimed that the services of the Party I were terminated when he was a trainee which he was undergoing in different departments in various jobs. In the cross examination, he admitted that he does not know whether the appointment of the Party I was under Apprenticeship Act, 1961 and whether between 1995 and 1997 there were more than 200 employees designated as employees. He claimed that the company does not maintain separate records of

the employees appointed or designated as trainees and that apart from extension letters, no other letter was given to the Party I informing him that his performance was not satisfactory. He claimed that during the training period, the Party I worked with several supervisors. He admitted that during May, 1995 to October, 1995, the Party I had not remained absent from duties and was not issued any charge sheet either for absenteeism or for unsatisfactory work.

22. Shri Kenneth also claimed that the Party I was required to do job of mechanical maintenance of the machines in the departments he was allotted work. He admitted that there are no documents that senior mechanics had imparted training to the Party I and that he was holding a certificate issued by ITI. He claimed that the Party I had not undergone any training under Apprenticeship Act, which belies documents produced on record at Exh E-2. He however admitted that as per the pay slip, he was paid on piece rate basis and that the only permanent workers are paid on piece rate basis according to the settlement. He also admitted that the Party I sometime put on night shift and that as per the pay slip, he was getting the benefit of ESI Scheme and was using canteen as well as transport facility provided by the Party II. He also admitted that as per the settlement, the permanent employees get subsidy on the company canteen and transport facility provided by the Party II. He also admitted that the tyre building machines, curing presses, banner cutter, flap machines are used by employees in different departments for production of tyres and the Party I was working on these machines as a trainee mechanic and that all permanent as well as trainees were issued punch cards. He claimed that the Party I was not paid one month pay at the time of termination and no enquiry was held against him.

23. The Party II also examined Shri Govind Mapari, supervisor in Accounts Department who claimed that the Party I is a trainee and was paid in accordance with pay structure applicable to him. He stated that the Party I was paid stipend of Rs. 42/- in 1995 and thereafter Rs. 65/- in 1997. He also stated that the amount shown in the pay slip against piece rate is the stipend that is applicable to him and that the Party I was also entitled to paid holiday benefits, shift allowance and canteen subsidy and that the piece rate system of the payment applicable to the confirmed workmen is not applicable to the trainee workmen. In the cross examination, he admitted that the management had not issued any documents to the trainees regarding their entitlement for overtime, shift

allowance and canteen subsidy and that contribution towards ESI is deducted in accordance with the provisions as shown in the pay slip. He admitted that the ESI was also deducted in respect of regular employees. He also admitted that the trainees are paid overtime which is double the stipend per shift and that as per the settlement, the permanent workers are paid shift allowance at the same rate and the shift allowance which is paid to the trainee is the same which is paid to the regular employee as per the settlement. He also admitted that as per the settlement, regular employees are entitled for overtime which is double their wages. He admitted that the department had not sent to him the performance report of any trainee based on which the amount payable to the trainee was reduced and was not told to pay less amount to the trainees, if the performance was not satisfactory. He admitted that the Party I was appointed on 9-5-1995 and he worked continuously till the date of his termination on 31-10-1997. The evidence of above witness in no way assists the Party II in establishing that Party I is a trainee, although they tried to fill the lacunae.

24. Be that as it may, the Party I categorically stated in his testimony that his service is continuous and uninterrupted from 9-5-1995 till 31-10-1997, completing in each year more than 240 days of continuous service since his first date of appointment and that he had worked along with other workers doing the same work as they did independently without supervision and being paid on piece rate, attending all the shifts in a continuous process of manufacturing of tyres and was issued bus pass and canteen subsidy like all other permanent workmen and that he was paid shift allowance and overtime wages and issued pay slips similar to that given to the permanent workmen, besides contributing towards ESI. It is also well settled in the case of **Sandeep Metalcraft (Private) Ltd., vs. Suresh D. Zanzad and another, 1994 (II) LLN 523** that when the workman has sufficiently proved that he has been working in the company for more than 240 days, his appointment should be permanent and not probationer or trainee. There is no dispute that Party I was working continuously and uninterruptedly from 9-5-1995 till 31-10-1997 completing in each year more than 240 days and therefore, he cannot be termed as trainee or apprentice as claimed by Party II.

25. There is no dispute that the Party I workmen prior to his appointment had undergone apprenticeship training for a period of three years as a fitter in terms of Exh. W-2 and on successful

completion of the training, he was issued a certificate dated 29-6-1990 by Party II which is at Exh. W-3. It is therefore clear that the services of workman were engaged first under the Apprenticeship Act as a trainee which training period was ended on 2-4-1990 and therefore the Party I workman cannot be construed as an apprentice under the Apprenticeship Act after that period as claimed by Party II at Para 15(2) in the written statement where it is stated that he was engaged as a trainee workman and was a learner who was paid a stipend and whose terms and conditions were governed by the provisions of Apprenticeship Act, 1961. The appointment letter does not state that he was appointed under Apprenticeship Act. The services of the Party I were neither engaged as a trainee nor as an apprentice as incorrectly claimed by the Party II.

26. It is settled in the case of **Trambak Rubber Industries Ltd. vs. Nashik Workers Union and Others, (2003) 6 SCC 416** that where production activities was carried out by the trainees for more than one and half year and in the absence of trainers, the trainees have to be termed as workman. In the instant case also, the Party I was not an apprentice and could not be a trainee under the Certified Standing Orders of the company since such persons according to Certified Standing Orders are those who are permanent workmen undergoing training in a higher post. Mr. Kenneth D'Souza has also admitted that there are no documents to show that senior mechanics had imparted training to the Party I. He also admitted that the Party I required to do job of mechanical maintenance of machines in the departments he was allotted work. The Party I was put on night shift and that he was working in different department for production of tyres during his tenure in the factory of more than three years. He also admitted that Party I was paid on piece rate basis and that only permanent workers are paid on piece rate basis in accordance with the settlement and was getting benefits of ESI scheme, besides he was using canteen as well as transport facility provided by the Party II just like permanent workmen. The evidence adduced on record by the parties therefore shows that the Party I was neither an apprentice, nor a trainee but a regular workman employed in the industry for consideration by the Party II.

27. The Apex Court in the case of **Devinder Singh vs. Municipal Council, Sanaur, AIR 2011 SC 2532** has held that part-time employee, contractual employee, temporary or casual employee are all workman. It is also held in the

above case that the provisions contained in Section 25-F(a) and 25-F(b) are mandatory and termination of services of the workman not following the provisions of the Act amounts to an illegal termination of services. No notice of retrenchment was given to the workman nor any charge sheet or show cause notice for alleged act of misconduct was issued and therefore the action on the part of the Party II is clearly illegal. It is also held in the case of **State Bank vs. N. S. Money, AIR 1976 SC 1111** that even though intermittent breaks are given to the workman but when he answered the test of continuous service under Section 25-F, he cannot be retrenched without following the procedure under the said provision. There is no dispute that the Party I worked for more than 240 days since his initial appointment and therefore covered by the definition 'continuous service' under the Act. The Party I is neither an apprentice nor a trainee but was working as a regular workman in continuous service of the Party II without any break and therefore his termination is illegal for not following the mandatory provisions of the law.

28. Moreover, the action on the part of the Party II would constitute 'Unfair Labour Practices' as defined under Fifth Schedule of Industrial Disputes Act read with Section 2(ra) of the Act, more particularly under item V(b) and item 10 of the Fifth Schedule where the employer is prohibited from engaging workers on temporary basis and keep them on such basis in service depriving them the status and the privilege of permanent workers. The Hon'ble Apex Court in the case of **Hindustan Lever vs. Ashok Kate, AIR 1996 SC 285**, has formulated the question before it as to the jurisdiction of the Labour Court to decide whether the management has committed an unfair labour practices under the Act and the Apex Court in combined reading of Para 11 to 13, 18, 24 and 36 concluded that the Industrial Disputes Act prohibits unfair labour practices of the nature in such case and such ground can be taken up before the Tribunal as a challenge to the illegal order of termination and decide upon. The Party I has sufficiently proved that the Party II has committed unfair labour practices by depriving the workers including Party I the status and privileges of permanent workers. It is therefore the termination of service by Party II is by way of unfair labour practices and therefore entitled for protection available to the workmen under the Industrial Disputes Act. Hence, the issue No. 1 and 1A are answered in the affirmative.

Issue No. 2:

29. Needless to mention, the Party I has proved that the action of the Party II in terminating his service with effect from 31-10-1997 is illegal and unjustified and that the termination is by way of unfair labour practice. It is therefore the above issue No. 2 is also answered in the affirmative.

Issue No. 3:

30. It is claimed by the Party II that the termination of services of a trainee is not an industrial dispute and hence the reference is bad, however it has been held that the Party I is not the trainee/apprentice and that he is a permanent workman as stipulated by law. There is no evidence on record adduced by the Party II that the termination of services of trainee is not an industrial dispute. The management has however relied upon the Award passed by the predecessor of Industrial Tribunal in **Ref. No. R-IT/9/78, between Shri Sakharam M. Sawant vs. M/s. Madras Rubber Factory Ltd., dated 18-07-2002** in support of its contention that the termination of Party I is in accordance with terms of appointment letter and that the predecessor has upheld their contention in the said case. However, the issues involved in the said case referred above and that of the present case are not the same. Moreover, it is an admitted fact that the said Award was challenged before the Hon'ble High Court of Bombay at Goa and settled. It is therefore the above Award will not assist the Party II in any way. The Party II has failed to prove that the termination of Party I is not an industrial dispute and therefore, reference is bad. Hence, the above issue is answered accordingly.

Issue No. 4 and 5:

31. The question therefore is what reliefs the Party I is entitled to, once it is held that the termination is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or not.

32. Ld. Adv. Shri V. Menezes for the Party I has submitted that the main controversy in the dispute is whether there is violation of the provisions of the Industrial Disputes Act. He further submitted that in cases in which the Tribunal finds that the employer has acted in gross violation of the statutory provisions or principles of natural justice or is guilty of victimization of the employee, then Tribunal will be fully justified in directing payment of full back wages with reinstatement and consequential benefits since the termination is in the nature of an illegal retrenchment without any

charge sheet and not for any misconduct. Per contra, Ld. Adv. Shri G. K. Sardessai for the Party II has submitted that the Party I is not entitled for any reliefs nor the provisions of Section 25-F is applicable to the Party I as he was merely an apprentice or a trainee, who is not a workman nor there was any employer-employee relationship and therefore, he is not entitled for any reliefs.

33. In the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., (2013) 10 SCC 324**, the Division Bench of Hon'ble Bombay High Court has held in Para 33 as follows, which is extracted hereunder:-

"33. The propositions which can be culled out from the aforementioned judgments are:

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- ii) The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the Court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.*
- iii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or atleast make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.*
- iv) The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act,*

1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.

- v) The cases in which the competent Court or Tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the concerned Court or Tribunal will be fully justified in directing payment of full back wages. In such cases, the superior Courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc., merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The Courts must always be kept in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and sufferer is the employee/workman and there is no justification to give premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.*
- vi) In a number of cases, the superior Courts have interfered with the award of the primary adjudicatory authority on the premise that finalization of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalized. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The Courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of*

the sufferer, i.e., the employee or workman, who can ill afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (supra).

- vii) *The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal (supra) that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three Judge Benches referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman.*

34. It has been established by Party I that the action of the management of Party II in terminating the services of the Party I workman, Shri Anthony Dias with effect from 31-10-1997 is illegal and unjustified. There is nothing on record that he was gainfully employed after his illegal termination. Needless to mention, the Party I has proved violation of provisions of the Industrial Disputes Act. It is also well settled that in cases of wrongful termination of service, reinstatement with continuity of service and back wages is a normal rule. The company is functioning and is carrying on business of manufacturing of tyres at Usgao. The Party I workman was not at all guilty of any misconduct. It is evident that the Party II has foisted a false charge against him in order to terminate him and also acted in gross violation of the statutory provisions and/or principles of natural justice and also guilty of victimizing the Party I workman. The Party I was 36 years of age at the time of his deposition in the year 2001. He would be of the age of 55 years now and therefore has few more years in service. The Party I having proved that the employer has terminated his services illegally and that the termination is motivated and found to be invalid and that the employer has taken away his right to work, contrary to the relevant law and has deprived him of the earnings, it would amount to grave injustice to the Party I, if he is denied the reliefs claimed including the re-instatement, full back wages and continuity of service including the benefits of all the settlements. Hence, the above issues are answered accordingly.

35. In the result, I pass the following:

ORDER

- (i) The reference stands allowed.
- (ii) It is hereby held that the action of the management of M/s MRF Limited, Usgao, Ponda-Goa, in terminating the services of the workman, Shri Anthony Dias, with effect from 31-10-1997, is illegal and unjustified.
- (iii) The Party II is directed to reinstate the Party I, workman Shri Anthony Dias in service with immediate effect and shall pay him an amount equivalent to full back wages for the period from the date of termination i.e. 31-10-1997 till date along with all consequential benefits including all the benefits of the settlements.
- (iv) The Party II is directed to deposit the aforesaid amount before the Tribunal within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- (v) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Inspectorate of Factories & Boilers

Order

No. 2/05(Part)/ADM-IFB/2017/1079

Read: Memorandum No. 2/05(Part)/ADM-IFB/2017/21 dated 16-04-2020.

On the recommendation of the Goa Public Service Commission as conveyed vide letter No. COM/I/5/19(1)2017/19 dated 17-04-2018 and upon acceptance of the offer of appointment issued vide above cited Memorandum, Government is pleased to appoint Shri Santosh Narayan Shinde to the post of Chemist (Group "B" Gazetted) in the Inspectorate of Factories and Boilers, Altinho, Panaji, Goa in Level 6 of the Pay Matrix of The CCS (Revised Pay) Rules, 2016 from the date of joining the post on the terms and conditions contained in the Memorandum cited above.

1. He shall be entitled to all other allowances as admissible under the rules.

2. The above candidate shall be on probation for a period of two years from the date of his joining.
3. The above candidate has been medically examined and declared fit by the Medical Board, Goa Medical College, Bambolim-Goa.
4. Character and antecedents of the above candidate have been verified by the District Magistrate, South Goa District, Margao through the Police Department and nothing adverse has come to the notice of the Government.
5. The expenditure towards pay and other allowances shall be debited to the Budget Head 2230-Labour and Employment; 01-Labour; 102-Working Condition and Safety; 01-Strengthening of Factories and Boilers Inspectorate; 01-Salaries (Non-Plan).

By order and in the name of the Governor of Goa.

Vivek P. Marathe, Chief Inspector & ex officio Joint Secretary (Factories and Boilers).

Panaji, 13th August, 2020.

Order

No. CIF/096/S-II/IFB/2020/1083

Whereas, considering the current crisis on account of COVID-19 pandemic as 'force majeure', the Government of Goa has considered extension of validity of factory license and deferment of payment of license fees as under:

- (i) The validity of the factory license will be extended upto December, 2020 without inspection and the payment of license fees will also be deferred till December, 2020 without interest.
- (ii) For the extension of validity of factory license upto December, 2021, the applicant shall submit the application along with the proof of payment of deferred license fees. After conducting the routine inspection as per the prevailing rules in force, the validity of factory license will be extended upto December, 2021 without payment of license fees, which will be deferred upto December, 2021 without interest.
- (iii) Registration of new factories shall be dealt with in accordance with the prevailing rules in force.

This issues with the concurrence of Finance (Revenue & Control) Department vide U.O. No. 1400074191 dated 03-08-2020.

By order and in the name of the Governor of Goa.

Vivek P. Marathe, Chief Inspector & ex officio Joint Secretary (Factories and Boilers).

Panaji, 13th August, 2020.

Department of Personnel

Order

No. 7/11/2018-PER/1833

Read: 1. Order No. 7/11/2018-PER dated 05-11-2018.

2. Letter No. 13019/4/2019-IES dated 13-07-2020.

The Governor of Goa is pleased to extend the deputation of Smt. Nidhi Amit Satija, IES:2012, Joint Secretary (Budget), Government of Goa, for a further period of two years from 03-09-2020 to 02-09-2022. The deputation shall be governed by standard terms of deputation.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 11th August, 2020.

Order

No. 7/27/2015-PER/1894

Read: Order No. 7/13/2014-PER/1209 dated 15-04-2016.

Government is pleased to relieve Dr. N. Palanikanth, IFS (AGMUT: 2009), Deputy Conservator of Forest, Headquarters from the State Administration w.e.f. 31-08-2020 (a. n.), to join the deputation post of Deputy Conservator of Forest, Institute of Wood Science and Technology, Bengaluru, under Indian Council for Forestry Research and Education.

Ministry of Environment, Forests and Climate Change, Government of India has granted cadre clearance, vide letter No. 23024/2/2020-IFS-I(AGMUT) dated 16-07-2020.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 17th August, 2020.

Order

No. 7/5/2019-PER/1771

Read: 1. Notification No. 7/3/2019-PER/1618 dated 20-07-2020.

2. Notification No. 7/3/2019-PER/1621 dated 21-07-2020.

In supersession of all Orders issued in this regard, the standing arrangement for disposal of work relating to the Departments under the charge of Secretary during the absence of the concerned Secretary shall be as under:

Sr. No.	Name & designation	1st Link Secretary	2nd Link Secretary
1	2	3	4
1.	Shri Parimal Rai, IAS (1985), Chief Secretary 1. Vigilance/Chief Vigilance Officer 2. Home 3. Personnel 4. ARD 5. PWD 6. Civil Aviation	Shri Puneet Kumar Goel, IAS (1991) Principal Secretary (Power)	Shri Daulat A. Hawaldar, IAS (2003) Commissioner & Secretary (Mines and Geology).
2.	Shri Puneet Kumar Goel, IAS (1991), Principal Secretary (Power) 1. Power 2. Finance 3. Non-Conventional Energy 4. Forest	Shri Daulat A. Hawaldar, IAS (2003), Commissioner & Secretary (Mines and Geology)	Smt. Nila Mohanan, IAS (2007), Secretary (Education).
3.	Shri Daulat A. Hawaldar, IAS (2003), Commissioner & Secretary (Mines and Geology) 1. Mines and Geology 2. Planning & Statistics 3. Town & Country Planning	Shri Puneet Kumar Goel, IAS (1991), Principal Secretary (Power)	Shri P. S. Reddy, IAS (2003), Secretary (Ports).
4.	Shri P. S. Reddy, IAS (2003), Secretary (Ports) 1. Ports 2. River Navigation 3. Fisheries 4. Legal Metrology	Shri Daulat A. Hawaldar, IAS (2003), Commissioner & Secretary (Mines and Geology)	Smt. Nila Mohanan, IAS (2007), Secretary (Education).
5.	Shri S. K. Bhandari, IAS (2004), Secretary, Social Welfare 1. Social Welfare 2. Women and Child 3. Tribal Welfare	Shri Sanjay Gihar, IAS (2008), Secretary (Water Resources)	Shri Kuldeep Singh Gangar, IAS (2009), Secretary (Agriculture).
6.	Smt. Nila Mohanan, IAS (2007), Secretary (Education) 1. Education 2. Industries, Trade & Commerce 3. Health 4. Handicrafts, Textile & Coir	Shri Sanjay Kumar, IAS (2008), Secretary (Revenue)	Shri Daulat A. Hawaldar, IAS (2003), Commissioner & Secretary (Mines & Geology).

1	2	3	4
7. Shri Sanjay Kumar, IAS (2008), Secretary (Revenue) 1. Revenue 2. NRI Affairs 3. Information Publicity 4. Information Technology 5. Labour & Employment	Shri Amit Satija, IAS (2008), Secretary (Urban Development)	Smt. Nila Mohanan, IAS (2007), Secretary (Education).	
8. Shri Amit Satija, IAS (2008), Secretary 1. Urban Development 2. Transport 3. Environment 4. Science & Technology 5. Factories & Boilers 6. CEO, Entertainment Society of Goa 7. Nodal Officer SBM (U), PMAY (U)	Shri Sanjay Kumar, IAS (2008), Secretary (Revenue)	Smt. Nila Mohanan, IAS (2007), Secretary (Education).	
9. Shri J. Ashok Kumar, IAS (2008), Secretary to Chief Minister 1. Secretary to Chief Minister 2. Sports & Youth Affairs 3. Tourism 4. PPP Division	Shri Sanjay Kumar, IAS (2008), Secretary (Revenue) (except Sr. No. 1)	Shri Amit Satija, IAS (2008), Secretary, Urban Develop- ment (except Sr. No. 1).	
10. Shri Chokha Ram Garg, IAS (2008), Secretary (Art & Culture) 1. Art & Culture 2. Skill Development & Entrepreneurship 3. Archaeology 4. Achives 5. Co-operation 6. Law & Judiciary and Legislative Affairs	Shri Sanjay Gihar, IAS (2008), Secretary (Water Resources)	Shri Kuldeep Singh Gangar, IAS (2009), Secretary (Agriculture).	
11. Shri Sanjay Gihar, IAS (2008), Secretary (Water Resources) 1. Water Resources 2. Provedoria 3. Rural Development 4. Panchayats 5. Housing 6. Official Language 7. Nodal Officer SBM (R), PMAY (R)	Shri Chokha Ram Garg, IAS (2008), Secretary (Art & Culture)	Shri Kuldeep Singh Gangar, IAS (2009), Secretary (Agriculture).	
12. Shri Kuldeep Singh Gangar, IAS (2009), Secretary (Agriculture) 1. Agriculture 2. Animal Husbandry & Veterinary Services 3. Public Grievances 4. Secretary, Goa State Commission for Protection of Child Rights	Shri Sanjay Gihar, IAS (2008), Secretary (Water Resources)	Shri Chokha Ram Garg, IAS (2008), Secretary (Art & Culture).	

1	2	3	4
13.	Ms. Isha Khosla, IAS (2011) 1. Secretary (General Administration) 2. General Administration 3. Civil Supplies 4. Goa Gazetter 5. Printing & Stationary 6. Museums 7. Protocol	Shri Amit Satija, IAS (2008), Secretary, Urban Development	Shri Sanjay Kumar, IAS (2008), Secretary (Revenue).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 4th August, 2020.

Order

No. 5/1/2018-PER/1823

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Officers of Goa Civil Service in public interest, with immediate effect:-

Sr. No.	Name and present posting of the officer	Posted as	Additional charge
1	2	3	4
1.	Shri Premraj Shirodkar, Deputy Director (Admin.), Higher Education	Under Secretary (Expenditure), Finance Department	—
2.	Shri Pranab Bhat, Under Secretary (Expenditure)	Under Secretary (Revenue Control), Finance Department	Under Secretary (Budget-I) and (Budget-II-DMU), Finance Department.
3.	Shri Rohit Kadam, Dy. Collector, Quepem	Assistant Commissioner of Commercial Taxes	—
4.	Shri Nilesh Dhaigodkar, Under Secretary-I (Home) with additional charge of Under Secretary-II (Home)	Dy. Collector and SDM, Quepem	—
5.	Shri Pritidas Upasso Gaonkar, Assistant Commissioner of Commercial Taxes	Under Secretary-I (Home)	Under Secretary-II (Home).
6.	Shri Rohan Kaskar, Chief Officer, Bicholim Municipal Council with additional charge of OSD, Goa Investment Promotion and Facilitation Board	Dy. Director (Admin.), Directorate of Industries, Trade and Commerce	OSD, Goa Investment Promotion and Facilitation Board.
7.	Shri Uday Prabhudesai, Assistant Commissioner of Commercial Taxes	Dy. Collector (Revenue), South Goa	

1	2	3	4
8.	Smt. Neha Panvelkar, Deputy Registrar, Goa Engineering College, Farmagudi with additional charge of Member Secretary, Rajiv Kala Mandir, Ponda	Assistant Commissioner of Commercial Taxes	—
9.	Shri Aleixo Vaz, Assistant Commissioner of Commercial Taxes	Deputy Registrar, Goa Engineering College, Farmagudi-Goa	Member Secretary, Rajiv Kala Mandir, Ponda.
10.	Shri Tushar Halarnkar, Assistant Commissioner of Commercial Taxes	Deputy Director (Administration), Higher Education	—
11.	Shri Tipanna S. Maddimani, Dy. Collector (Revenue), South Goa with additional charge of Administrative Officer, Hospicio Hospital, Margao	Administrative Officer, Hospicio Hospital, Margao	—
12.	Shri Chandresh C. Kunkalkar, Dy. Collector, Revenue (North)	Assistant Commissioner of Commercial Taxes	
13.	Shri Sohan Uskaikar, awaiting posting	Deputy Director (Admn.), DFDA	General Manager (IDC).
14.	Shri Gauresh Pilgaonkar, awaiting posting	Assistant Commissioner of Commercial Taxes	—
15.	Shri Sagar Babuli Gaude, Dy. Collector (DRO), North	Dy. Collector (Revenue), North	Dy. Collector (DRO), North.

Shri Deepak Vaingankar, Dy. Collector and SDM, Bicholim and Member Secretary, Ravindra Bhavan, Sankhali shall hold additional charge of Chief Officer, Bicholim Municipal Council.

The Officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 10th August, 2020.



Department of Planning

Directorate of Planning, Statistics & Evaluation

— Addendum

No. DPSE/IV/Population Census-2021(Part)/
/2019-20/641

Read: Notification No. DPSE/IV/Population
Census-2021/2019-20/912 dated 14th June,
2019.

In the above referred Notification, the following new member is added at Sr. No. 2 i.e. Principal Secretary (Finance), Government of Goa. The remaining contents of the Notification remain the same.

By order and in the name of the Governor
of Goa.

Dr. Y. Durga Prasad, Director & ex officio
Joint Secretary (Planning).

Porvorim, 14th August, 2020.

**Department of Public Assistance
(Providoria)**

Institute of Public Assistance (Providoria)

Notification

No. 2-3-96/2020/Prov./676

In exercise of the power conferred by Article 16 of the Legislative Diploma No. 1984 dated 14-4-1960 and all other powers enabling it in that behalf and in supersession of the Government of Goa's earlier Notification No. 2-3-96/2011-12/Prov./1566 dated 5th September, 2012 hereby:-

- (i) Appoints the persons specified in the schedule below to be the Chairman and members of the Council of Providoria; and
- (ii) Directs that the persons specified at serial numbers (2) (3) and (4) of the Schedule below to hold the Office of members of the Council of Providoria during the pleasure of the Government and they shall be paid allowance for each day of sitting of the Council from the funds of Providoria at the rate fixed by the Government.

SCHEDULE

- | | |
|--|---------------------|
| 1. Secretary, In-charge of Providoria | — Chairman. |
| 2. Shri Guruprasad Pawaskar Socorro, Alto Porvorim, Bardez-Goa | — Member. |
| 3. Shri Bipin Pandurang Natekar, Socorro, Alto Porvorim-Goa | — Member. |
| 4. Mr. Ashish Karmali, Kakoda, Curchorem-Goa | — Member. |
| 5. Director of Providoria | — Member Secretary. |

By order and in the name of the Governor of Goa.

Sanjay Gihar, IAS, Secretary (Providoria).

Panaji, 21st July, 2020.

Department of Public Health

Order

No. 8/8/88-I/PHD/2957

Government is pleased to accept the notice of voluntary retirement dated 06-07-2020 tendered by Dr. Doreen Noronha, Chief Medical Officer under

Directorate of Health Services under Rule 48-A of CCS (Pension) Rules, 1972 and to relieve her from the post of Chief Medical Officer under Directorate of Health Services with effect from 06-10-2020 (a.n.).

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health).

Porvorim, 10th August, 2020.

Order

No. 23/20/2014-I/PHD/Part IV/2993

Government hereby notifies the health facility viz. the premises of Sub District Hospital, Ponda as the 2nd dedicated COVID-19 Hospital, for the State of Goa with effect from 08-08-2020 wherein only suspects or confirmed COVID cases shall be admitted and treated.

Consequently, the Hospital admissions, O.T., Labour room services shall be stopped. The dialysis services shall continue on the 4th floor with separate route for the movement of these patients. The Medical Store Depot, Laboratory, Office, Primary Health Centre, Ponda etc. will continue at the other side of the building.

The Casualty and OPD services; and immunization are accordingly shifted to the "Dilassa" Health Centre run by IMA-Ponda Branch.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health).

Porvorim, 14th August, 2020.

Department of Social Welfare

Directorate of Social Welfare

Notification

No. 50-415-2017-18-HC/PART/1861

In exercise of the powers conferred by Section 72 of the Rights of Persons with Disabilities Act, 2016 (Central Act 49 of 2016) read with Rule 14 of the Goa Rights of Persons with Disabilities Rules, 2018, the Government of Goa hereby constitutes the committee on Disability for South Goa District consisting of the following persons, namely:-

1. District Collector (South Goa) — Chairperson.
2. Civil Surgeon or Chief Medical Officer or Medical Superintendent, Hospicio Hospital, Margao

3. Psychiatrist of the Hospicio — Member.
Hospital, Margao
4. Public Prosecutor nominated — Member.
by Directorate of Prosecution
5. President, Chetna Education — Member.
Society, School and Rehabili-
tation centre for Special
Children, Curchorem-Goa
6. Shri Agnelo Fernandes, — Member.
H. No. 38, Sirvoi, Pimpolcotto,
Quepem-Goa
7. Deputy Director (Social — Member
Welfare), Directorate of Secretary.
Social Welfare

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Deepali Naik, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 13th August, 2020.

Notification

No. 50-415-2017-18-HC/PART/1862

In exercise of the powers conferred by Section 72 of the Rights of Persons with Disabilities Act, 2016 (Central Act 49 of 2016) read with Rule 14 of the Goa Rights of Persons with Disabilities Rules, 2018, the Government of Goa hereby constitutes the committee on Disability for North Goa District consisting of the following persons, namely:-

1. District Collector (North Goa) — Chairperson.
2. Civil Surgeon or Chief Medical — Member.
Officer or Medical Superinten-
dent, Asilo Hospital, Mapusa
3. Psychiatrist of the Asilo — Member.
Hospital, Mapusa
4. Public Prosecutor nominated — Member.
by the Directorate of Prosecution
5. Shri Makarand Kamat, Manager, — Member.
Keshav Seva Sadhana, School
for Special Children, Bicholim
6. Shri Vishant Nagvekar, — Member.
R/o C-49, Government
Quarters, Altinho, Panaji
7. Deputy Director (Adminis- — Member
tration), Directorate of Social Secretary.
Welfare

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Deepali Naik, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 13th August, 2020.

Notification

No. 50-415-2017-18-HC/PART/1864

In pursuance of sub-rule (1) of Rule 25 of the Goa Rights of Persons with Disabilities Rules, 2018, the Government of Goa hereby constitutes the governing body to manage the State Fund for Persons with Disabilities consisting of the following members, namely:-

1. Secretary (Social Welfare) — Chairperson.
2. Additional Secretary (Finance) — Member.
3. Director of Higher Education — Member.
4. Director of Health — Member.
5. Shri Prasad Joshi, General — Member.
Secretary, Goa Association
of the Deaf
6. Shri Victor Fernandes, — Member.
businessman, R/o Siolim
7. Director of Social Welfare — Convener
and Chief
Executive
Officer.

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Deepali Naik, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 13th August, 2020.

Notification

No. 81-2-97-SDB/PART-III/1886

Government is pleased to constitute District Committees of Nasha Mukh Bharat Campaign for North Goa District consisting of the following members to advise on effective and co-ordinate implementation of the Nasha Mukh Bharat Campaign at District Level and to perform such other functions in relation to Nasha Mukh Bharat Campaign at the District Level as may be specified by the Government.

District Level Nasha Mukta Bharat Campaign Committee**North Goa District**

1. District Collector (North)	Chairperson.
2. Superintendent of Police (Crime Branch)	Member.
3. District Legal Services Authority—Representative of District Judge	Member.
4. Medical Superintendent/Senior Psychiatrist, District Hospital	Member.
5. Dy. Director, Higher Education	Member.
6. Dy. Director, School Education	
7. Probation Officer of Women and Child Development	Member.
8. Mr. Aneesh V. Suresh—Co-ordinator of Project Monitoring Unit (PMU) (Ministry of Social Justice and Empowerment, (Government of India)	Member.
9. Kripa Foundation, Anjuna Bardez	Member.
10. Shri Satyawar G. Bhivshet, Ex. G. C. S. Officer	Member.
11. Shri Omprakash Kudtarkar, Ex. Superintendent of Police	Member.
12. Kripa Foundation, Papdy Vasai, Dist-Palghar, Taluka-Vasai (W)	Member.
13. Sahayta, Mapusa-Goa	Member.
14. District Welfare Officer (North)	Member Secretary.

Terms of reference of the Committee is as follows:

1. Ensuring formulation and implementation of the District Nasha Mukta Bharat Campaign.
2. Conducting awareness generation programmes in all schools and colleges in the districts for students, teachers and parents.

3. Formulation of students clubs in colleges to discuss and spread awareness.
4. Identification of victims and users and taking them to Rehabilitation Centre/Hospitals for counselling and treatment.
5. Monitoring of counselling and treatment facilities in the districts.
6. Ensuring strict implementation of ban on sale of cigarettes within 100 meters of any educational institution (Rule refers).
7. Obtaining information on the availability/sale of drugs and review the action taken on such information.
8. Visit institutions, hospitals who are providing services.
9. Conducting training programmes for the service providers at district level and below district level.
10. To increase community participation and public co-operation.
11. Having a social media strategy for district campaign and implementation of the same.
12. Feedback on the progress to the State Level Campaign Committee and to the Ministry.
13. Identifying volunteers in the community, giving them ID card/badge, training them as a community peer for spreading awareness in the community (online training module would be supplied by the Ministry).

District Nasha Mukta Campaign Committee will meet atleast once in a month.

This notification shall come in force with immediate effect.

By order and in the name of the Governor of Goa.

Deepali Naik, Director & ex officio Jt. Secretary (Social Welfare).

Panaji, 14th August, 2020.

Department of Water Resources

Office of the Chief Engineer

Order

No. 3/25-5/87/WR/Adm.I/480

On the recommendation of the Goa Public Service Commission as conveyed vide confidential letter No. COM/II/11/27(1)/2019/533 dated 12-06-2020, Government is pleased to order the promotion of the

following Junior Engineers to the post of Assistant Engineers (Civil) in Water Resources Department on regular basis in the Pay Matrix Level No. 7 and post them against the place indicated in Column No. 4:-

Sr. No.	Name of promotee	Present designation and place of posting	Designation and place of posting on promotion	Remarks
1	2	3	4	5
1.	Shri Anil Ramchandra Fadte	Junior Engineer, O/o Assistant Engineer, Sub-Div-VI, Works Div-VIII, WRD, Bicholim	Assistant Engineer, O/o Assistant Engineer, Sub-Div-I, Works Div-V, WRD, Keri, Satari	Promotion.
2.	Smt. Rashmi R. Kadam	Junior Engineer, O/o Assistant Engineer, Sub-Div-II, Works Div-VII, WRD, Dhargal and on working arrangement in the O/o SE, Circle-II, Karaswada	Assistant Engineer, O/o Assistant Engineer, Sub-Div-V, QC Works Div-VIII, WRD, Bicholim vice Shri Varde Shantaram transferred	Promotion.

The Government is also pleased to transfer the below mentioned Assistant Engineer (Civil), in WRD in view of the above posting of the promotee Officers in Water Resources Department.

Sr. No.	Name of the officer	Present designation and place of posting	Designation and place of posting on transfer
1	2	3	4
1.	Shri Varde Shantaram	Assistant Engineer, O/o Assistant Engineer, Sub-Div-V, QC Works Div-VIII, WRD, Bicholim	Assistant Surveyor of Works, O/o Executive Engineer, Works Div-XII, WRD, Gogal, Margao in the existing vacancy.

The promoted Officers at Sr. No. 1 and 2 shall be on probation for a period of two years as specified in Column No. 9 of the Recruitment Rules notified in the Official Gazette, Extraordinary, Series I No. 28 dated 11-10-2001.

This is issued vide Government approval No. 4712/F dated 05-08-2020.

By order and in the name of the Governor of Goa.

S. D. Patil, Chief Engineer & ex officio Addl. Secretary (WR).

Porvorim, 10th August, 2020.



Department of Women and Child Development

Directorate of Women and Child Development

Notification

No. 2-1293-SLTF-MSK-2020-DWCD/2180

The Government of Goa is pleased to constitute the State Level Task Force under the Mahila Shakti Kendra Scheme instituted by the Ministry of Women

and Child Development, Government of India and shall consist of the following members as under:-

Sr. No.	Name of the Committee Member	Designation
1	2	3
1.	The Secretary, Women and Child Development, Secretariat Complex, Porvorim-Goa	Chairperson.

1	2	3
2.	The Director General of Police, Police Headquarters, Azad Maidan, Panaji-Goa	Member.
3.	The Director, Directorate of Panchayats, 3rd lift, 3rd floor, Junta House, Panaji-Goa	Member.
4.	The Director, Directorate of Education, Porvorim-Goa	Member.
5.	The Director, Directorate of Health Services, Campal, Panaji-Goa	Member.
6.	The Director, Directorate of Skill Development, Patto Centre, Panaji-Goa	Member.
7.	The Director, Directorate of Women and Child Development, Panaji-Goa	Member Secretary.

The State Level Task Force to undertake the overall guidance, supervision and review the working of State Resource Centre for Women

(SRCW), District Level Centres for Women (DLCW) and Block Level Mahila Shakti Kendras. The State Task Force to monitor, co-ordinate, review and course correct the functioning of SRCW, DLCWs and MSKs. The State Level Task Force Team to periodically report the same to the Ministry of Women and Child Development, Government of India.

The State Task Force to ensure that necessary recruitment/engagement of human resource under the scheme at various levels (SRCW, DLCW and MSK-Block Level) for effective implementation of the scheme.

Non official members are entitled for an honorarium as per the norms of the Government.

This issues with Government approval vide U.O. No 240 dated 29-07-2020.

By order and in the name of the Governor of Goa.

Deepali Naik, Director & ex officio Jt. Secretary (Women & Child Development).

Panaji, 11th August, 2020.

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